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Grower in connection with the care and maintenance of the pigs hereunder. The type and quantity of all such items shall be determined by Corporation in its sole discretion.

(d) Market Transport. Corporation shall remove from the location or locations where Grower is growing feeder pigs hereunder (hereinafter referred to as the "Premises") all hogs which Corporation, in its sole discretion, determines to be of marketable size. Corporation shall be responsible for transporting all market hogs hereunder to market. Grower shall cooperate fully with necessary on-Premises assistance, such as insuring loading pen and chute to be in good order.

(e) Record-Keeping. Corporation may maintain such records as Corporation, in its sole discretion, deems necessary. In the event of any conflict between records or computations of Corporation and records and computations that may be maintained or performed by Grower, Corporation's records and computations shall govern and be binding on the parties hereto.

(f) Compensation. Corporation shall pay Grower four cents (\$.04) per pound of weight gain on all hogs. In addition, a livability bonus will be paid for each hog marketed according to the schedule set forth on Exhibit "A" attached hereto and hereby incorporated herein by reference.

4. Duties of Grower. During the term of this Agreement, Grower shall perform the following duties:

(a) Acceptance. Grower shall accept from Corporation feeder pigs and shall raise such pigs for Corporation pursuant to the terms and conditions of this Agreement.

(b) Management Procedures. Grower shall feed, medicate, water, and otherwise care for, maintain, and finish the feeder pigs hereunder strictly in accordance with Corporation's Procedures. Grower further shall follow the recommendations of Corporation's Serviceperson concerning all phases of management of the pigs. Grower shall conduct a daily check to observe the health of the feeder pigs and to determine that waterers are functioning properly and that feeders are properly regulated. Grower shall notify Corporation's Serviceperson at the first signs of sickness or unusual conditions and follow the directions of Corporation's Serviceperson in connection with the use of medications or treatment. Grower shall provide all necessary security devices to insure the safety of the feeder pigs, including without limitation the provision of a locked security gate and locks on finishing house doors.

(c) Facilities. Grower shall provide in accordance with Corporation's Procedures and the specifications of Corporation and/or Corporation's Serviceperson, all equipment, buildings, space, labor, and facilities necessary to properly care for and raise the feeder pigs in fulfillment of its obligations hereunder. Grower shall maintain all necessary equipment, buildings, space, labor, and facilities hereunder in accordance with Corporation's Procedures. Without limiting the foregoing, Grower shall update any facility, which Corporation in its sole discretion shall deem necessary for the continued operation hereunder at a profitable level for both Grower and Corporation.

(d) Use of Premises. Grower shall not permit any swine (other than the feeder pigs being raised by Grower hereunder) to be located on the Premises or within 500 feet of any finishing house used by Grower for the purposes contemplated herein for any length of time or for any reason whatsoever without the prior written consent of Corporation. Further, neither